

United States of America
Federal Communications Commission
Washington, D. C. 20554

CERTIFICATION

I certify that I am

Secretary / Treasurer
(Official title, see Instruction 1)

of

The Decurion Corporation

(Exact legal title or name of respondent)

that I have examined this Report, that to the best of my knowledge and belief all statements in the Report are true, correct and complete.

(Date of certification must be within 60 days of the date shown in Item 1 a. in no event prior to Item 1 date):

John E. Grynolus
(Signature)

December 19 87
(Date)

Ownership Report

NOTE: Before filling out this form, read attached instructions

Section 310(d) of the Communications Act of 1934 requires that consent of the Commission must be obtained prior to the assignment or transfer of control of a station license or construction permit. This form may not be used to report or request an assignment of license/permit or transfer of control (except to report an assignment of license/permit or transfer of control made pursuant to prior Commission consent).

1. All of the information furnished in this Report is accurate as of

December 10, 19 87

(Date must comply with Section 73.3615(a), i.e., information must be current within 60 days of the filing of this report, when 1(a) below is checked.)

This report is filed pursuant to Instruction (check one)

1 (a) ☐ Annual 1 (b) ☒ Transfer of Control,
Assignment of License or
Construction Permit

for the following stations:

Call Letters	Location	Class of service
KTDZ-TV	Portland, Oregon	TV

2. Give the name of any corporation or other entity for whom a separate Report is filed due to its interest in the subject licensee (See Instruction 3):

The Decurion Corporation

Greater Portland Broadcasting Corporation

3. Show the attributable interests in any other broadcast station of the respondent. Also, show any interest of the respondent, whether or not attributable, which is 5% or more of the ownership of any other broadcast station or any newspaper or CATV entity in the same market or with overlapping signals in the same broadcast service, as described in Sections 73.3555 and 76.501 of the Commission's Rules.

See Exhibit A

Telephone No. of respondent (include area code):

(213) 657-8420

Any person who willfully makes false statements on this report can be punished by fine or imprisonment. U.S. Code, Title 18, Section 1001.

Name and Post Office Address of respondent:

The Decurion Corporation
120 N. Robertson Boulevard
Los Angeles, California 90048

4. Name of entity, if other than licensee or permittee, for which report is filed (see Instruction 3):

The Decurion Corporation

5. Respondent is:

- ☐ Sole Proprietorship
☒ For-profit corporation
☐ Not-for-profit corporation
☐ General Partnership
☐ Limited Partnership
☐ Other: _____

If a limited partnership, is certification statement included as in Instruction

☐ Yes ☐ No

6 List all contracts and other instructions required to be filed by Section 73.3613 of the Commission's Rules and Regulations. (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject licensee or permittee shall respond.)

Description of contract or instrument	Name of person or organization with whom contract is made	Date of Execution	Date of Expiration
Restated Articles of Incorporation	California	6/22/81	--
By-Laws	--	--	--

7. Capitalization (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject licensee or permittee shall respond.)

Class of Stock (preferred, common or other)	Voting or Non-voting	Number of Shares			
		Authorized	Issued and Outstanding	Treasury	Unissued
Common	Voting	10,000	1,000	--	9,000

Remarks concerning family relationships, attribution exemptions and certifications: (See Instructions 4, 5 and 6)

8. List officers, directors, cognizable stockholders and partners. Use one column for each individual or entity. Attach additional pages, if necessary. See instructions 4, 5, and 6.

Line (Read carefully - The numbered items below refer to line numbers in the following table.)

1. Name and residence of officer, director, cognizable stockholder or partner (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List officers first, then directors and, thereafter, remaining stockholders and partners.
2. Citizenship.
3. Office or directorship held.
4. Number of shares or nature of partnership interest.
5. Number of votes.
6. Percentage of votes.
7. Other existing attributable media interests subject to the multiple ownership restrictions of Sections 73.3555 and 76.501 of the Commission's Rules including nature and size of such interest.
8. All other ownership interests of 5% or more, whether or not attributable as well as any corporate officership or directorship in broadcast, cable or newspaper entities in the same market or with overlapping signals in the same broadcast service, as described in Sections 73.3555 and 76.501 of the Commission's Rules, including the nature and size of such interest and the position held.

1	(a) Michael R. Forman Studio City, CA.	(b) James J. Cotter Los Angeles, CA	(c) James P. Hudson
2	U.S.	U.S.	U.S.
3	President/Director	Vice-President/Director	Vice-President
4	86.9	--	--
5	86.9	--	--
6	8.69%	--	--
7	See Exhibit A	See Exhibit A	See Exhibit A
8	None	-- None	None

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT
AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this Report is authorized by the Communications Act of 1934, as amended. The principal purpose for which the information will be used is to assess compliance with the Commission's multiple ownership restrictions. The staff, consisting variously of attorneys and engineers, will use the information to determine such compliance. If all the information requested is not provided, processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to retain your authorization.

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Line (Read carefully - The numbered items below refer to line numbers in the following table.)

- | | |
|--|---|
| <p>1. Name and residence of officer, director, cognizable stockholder or partner (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List officers first, then directors and, thereafter, remaining stockholders and partners.</p> <p>2. Citizenship.</p> <p>3. Office or directorship held.</p> <p>4. Number of shares or nature of partnership interest.</p> <p>5. Number of votes.</p> | <p>6. Percentage of votes.</p> <p>7. Other existing attributable media interests subject to the multiple ownership restrictions of Sections 73.3555 and 76.501 of the Commission's Rules, including nature and size of such interest.</p> <p>8. All other ownership interests of 5% or more, whether or not attributable, as well as any corporate officership or directorship in broadcast, cable, or newspaper entities in the same market or with overlapping signals in the same broadcast service, as described in Sections 73.3555 and 76.501 of the Commission's Rules, including the nature and size of such interests and the position held.</p> |
|--|---|

1	(a) (d)	(b) (e)	(c) (f)
	John E. Bogardus Van Nuys, CA	Jerome A. Forman Beverly Hills, CA	Chad Wood Woodland Hills, CA
2	U.S.	U.S.	U.S.
3	Secretary/Treasurer	Vice-President	Vice-President
4	--	--	--
5	--	--	--
6	--	--	--
7	See Exhibit A	See Exhibit A	See Exhibit A
8	None	-- None	None

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| <p>1. Name and residence of officer, director, cognizable stockholder or partner (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List officers first, then directors and, thereafter, remaining stockholders and partners.</p> <p>2. Citizenship.</p> <p>3. Office or directorship held.</p> <p>4. Number of shares or nature of partnership interest.</p> <p>5. Number of votes.</p> | <p>6. Percentage of votes.</p> <p>7. Other existing attributable media interests subject to the multiple ownership restrictions of Sections 73.3555 and 76.501 of the Commission's Rule including nature and size of such interest.</p> <p>8. All other ownership interests of 5% or more, whether or not attributable as well as any corporate officership or directorship in broadcast, cable or newspaper entities in the same market or with overlapping signals the same broadcast service, as described in Sections 73.3555 and 76.501 of the Commission's Rules, including the nature and size of such interest and the position held.</p> |
|--|---|

1	(g)	(h)	(i)
	Ira Levin Los Angeles, CA	Constantine Hambas Los Angeles, California	Michael R. Forman and Dorothy F. Forman, co- trustees under <u>inter vivos</u> trust of William R. Forman and Dorothy D. Forman (Dated 2/23/81)
2	U.S.	U.S.	U.S.
3	Vice-President	Assistant Secretary	--
4	--	--	410.895
5	--	--	410.895
6	--	--	41.0895%
7	See Exhibit A	See Exhibit A	See Exhibit A
8	None	None	None

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51371

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Line (Read carefully - The numbered items below refer to line numbers in the following table.)

- | | |
|--|---|
| <p>1. Name and residence of officer, director, cognizable stockholder or partner (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List officers first, then directors and, thereafter, remaining stockholders and partners.</p> <p>2. Citizenship.</p> <p>3. Office or directorship held.</p> <p>4. Number of shares or nature of partnership interest.</p> <p>5. Number of votes.</p> | <p>6. Percentage of votes.</p> <p>7. Other existing attributable media interests subject to the multiple ownership restrictions of Sections 73.3555 and 76.501 of the Commission's Rules including nature and size of such interest.</p> <p>8. All other ownership interests of 5% or more, whether or not attributable as well as any corporate officership or directorship in broadcast, cable or newspaper entities in the same market or with overlapping signals, the same broadcast service, as described in Sections 73.3555 and 76.501 of the Commission's Rules, including the nature and size of such interest and the position held.</p> |
|--|---|

1	(j) Michael R. Forman, Trustee Under <u>inter vivos</u> trust of William R. Forman (dated 2/23/81)	(k) Michael R. Forman trustee of irrevocable trust for Forman Children (dated 9/20/82)	(l)
2	U.S.	U.S.	
3	--	--	
4	456.55	45.655	
5	456.55	45.655	
6	45.655%	4.5655%	
7	See Exhibit A	See Exhibit A	
8	None	None	

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OTHER ATTRIBUTABLE INTERESTS

The Decurion Corporation ("Decurion") owns all of the stock of Alden Television, Inc. ("ATI"). Michael R. Forman votes the stock which Decurion holds in ATI.

ATI holds all of the stock in Alden Communications Corp. ("Alden"), which owns a ten percent beneficial interest in Dres Media, Inc., licensee of Station KRLR(TV), Las Vegas, Nevada. Alden also owns all of the issued and outstanding stock in Alden Communications Of Colorado, Inc. ("ACC-Colorado"), permittee of Station KTZO(TV), Denver, Colorado.

ATI also owns (i) all of the issued and outstanding stock in Channel 22 Management Company, sole general partner in United States Television Seattle Limited Partnership, licensee of Station KTZZ-TV, Seattle, Washington; and (ii) all of the issued and outstanding stock of Greater Portland Broadcasting Corporation ("GPBC"), permittee of Station KTDZ-TV, Portland, Oregon.

Michael R. Forman is a director of ACC-Colorado, Alden, ATI, Channel 22 Management Company, GPBC and President and a director of Decurion.

James D. Vandever, President and a director of ACC-Colorado, is also President and a director of Alden, Channel 22 Management Company and GPBC.

John E. Bogardus, Secretary/Treasurer of ACC-Colorado, is also Secretary/Treasurer of Alden, ATI, Channel 22 Management Company, GPBC and Secretary/Treasurer and a director of Decurion.

James P. Hudson is President, Chief Executive Officer and a director of ATI and a Vice-President of Decurion.

Dean H. Woodring, Vice-President of GPBC and Channel 22 Management Company, owns less than one-half of one percent of the common stock of King Broadcasting Company, licensee of Station KING-TV, Seattle, Washington.

Greater Portland Broadcasting Corporation

Exhibit 2
Form 314
(December 1987)

ASSET PURCHASE AGREEMENT

A copy of the Asset Purchase Agreement between Applicant and National Minority TV, Inc. is attached hereto.

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

GREATER PORTLAND BROADCASTING CORPORATION

AND

NATIONAL MINORITY TV, INC.

DATED DECEMBER 17, 1987

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ASSET PURCHASE AGREEMENT
BY AND BETWEEN
GREATER PORTLAND BROADCASTING CORPORATION
AND
NATIONAL MINORITY TV, INC.
DATED DECEMBER 17, 1987

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made as of this 17th day of December, 1987, by and between, Greater Portland Broadcasting Corporation, an Oregon corporation ("Seller"), and National Minority TV, Inc., a non-profit California corporation ("Buyer").

W I T N E S S E T H:

WHEREAS, Seller is the permittee of television station KTDZ-TV, Portland, Oregon ("Station"); and

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, on the terms and subject to the conditions hereinafter set forth, the Station and certain properties, assets, and rights of Seller, as are described more specifically herein; and

WHEREAS, the contemplated transactions require the prior consent of the Federal Communications Commission ("Commission");

NOW, THEREFORE, Seller and Buyer, intending to be legally bound, hereby agree, for and in consideration of the premises and the covenants hereinafter stated, as follows:

1. Definitions. As used herein, the following terms have the meanings shown below:

(a) "Closing" means the consummation of the transactions contemplated in Section 2 of this Agreement, which shall occur on a date within Fifteen (15) days of the first date upon which all of the conditions precedent to Closing specified in Section 8 of this Agreement have been satisfied

or waived, the precise date to be determined by Seller, which shall provide Buyer with Five (5) days advance notice;

(b) "Purchased Assets" means the property described in Section 2 of this Agreement;

(c) "Commission Authorizations" means the authorizations listed in Exhibit 1 hereto;

(d) "Assignment Application" means the application described in Section 9 of this Agreement; and

(e) "Final Order" means an order which no longer is subject to reconsideration, recall or review by any court or administrative body.

2. Purchase And Sale Of Assets. On Closing, Seller shall sell, assign, transfer, and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all the property (except as hereinafter expressly excluded) now owned by Seller and which is useful in constructing Station, including, without limitation, the following: ("Purchased Assets");

(a) All right, title and interest of Seller in any property used in Station ("Tangible Purchased Assets");

(b) All right, title and interest of Seller in and to the business of Station and the intangible property used in connection with Station, including, without limitation, the call letters KTDZ-TV, and all trademarks, trade names, slogans, emblems and logos (other than those incorporating reference to Seller or any affiliated company) used by Seller in connection with Station;

(c) All authorizations issued by the Commission to construct and operate Station and associated facilities, listed in Exhibit 1;

(d) All contracts and agreements which, pending Closing, Buyer consents to assume in writing; and

(e) All reports required by the Commission to be maintained by Seller relating to the construction and operation of Station, and all records of Seller pertaining to construction and operation of Station (excluding financial records); provided, however, that nothing contained herein shall require Seller to provide Buyer with records relating generally to The Decurion Corporation, its subsidiaries or an affiliated corporation or other legal entity.

3. Excluded Assets. The following are expressly excluded from the Purchased Assets:

(a) Cash on hand, or on deposit to the account of Station on Closing;

(b) Accounts receivable, if any;

(c) Financial records of Seller;

(d) Any claims of Seller against any person, including any right to claim any refunds.

4. Purchase Price. The purchase price shall be Five Hundred Twenty Thousand and 00/100 Dollars (\$520,000.00) or such lesser amount the Commission determines to have been legitimately and prudently expended in preparing, filing, and advocating the grant and maintenance of the construction permit for Station, and in undertaking such other steps

reasonably necessary towards placing Station into operation.

5. Closing. The Closing shall take place at a location mutually agreeable to Buyer and Seller. On Closing:

(a) Buyer shall pay Seller by certified or cashier's check or fedwire to Seller's Account No. _____ (at _____) in immediately available funds, the purchase price;

(b) Seller, at its cost and expense, shall execute and cause to be delivered all instruments of transfer and instruments of further assurances requisite to vest ownership of the Tangible Purchased Assets in Buyer in accordance with the provisions hereof;

(c) Seller and Buyer shall execute such instruments of assignment and assumption and other instruments as may be requisite (i) to transfer to Buyer all of Seller's right, title, interest and benefits arising under or pursuant to each of the contracts, if any, Buyer has agreed herein to assume; and (ii) to evidence Buyer's assumption of all obligations and burdens accruing under said contracts from and after the Closing.

6. Seller's Covenants, Representations And Warranties. Seller covenants, represents and warrants with and to Buyer as follows:

(a) Organization And Standing. Seller is now and on Closing will be (i) a corporation duly organized and validly existing and in good standing under the laws of Oregon, (ii) duly authorized under its Certificate of Incorporation

and under applicable laws to hold the construction permit for Station, and (iii) fully empowered and authorized under the laws of Oregon to execute, perform and carry out its obligations under this Agreement according to its terms;

(b) Authorization. This Agreement, the execution and delivery hereof by Seller, and the sale, conveyance, transfer and assignment of the Purchased Assets to Buyer as herein provided have been duly authorized and approved on behalf of Seller as required by applicable law and Seller's Board of Directors and stockholders;

(c) Purchased Assets. On the Closing, Seller will have good and marketable title to the Tangible Purchased Assets. The Purchased Assets comprise, and on Closing will comprise, all facilities and assets used in connection with Station;

(d) Commission Authorizations. Seller is the holder of the Commission Authorizations, which are the only Commission Authorizations used by Seller in connection with Station; and there is no action or proceeding, pending or threatened, before the Commission for the cancellation or modification of any of the Commission Authorizations. On Closing, Seller shall file with the Commission (or furnish to Buyer for filing with the Commission) all data required by it relating to the construction of Station prior to Closing. Seller will exercise its best efforts to obtain an extension of Station's construction permit prior to its expiration, it being understood that such efforts shall not extend to liti-

gation. On the date hereof, Seller possesses (subject to a possible need to obtain an extension of the construction permit for Station) all required permits, certificates, licenses, approvals, and other authorizations from the Commission necessary to construct Station;

(e) Contracts. Seller has no material agreements or commitments (including bonus, pension, profit sharing or similar plans), or any labor contract, or professional services contract not terminable at will, relating to the Purchased Assets or the construction and operation of Station, other than as set forth herein. Seller will notify Buyer of any contract or lease relating to Station which Seller enters into pending Closing, and Seller will deliver to Buyer true and correct copies of all such contracts and leases.

(f) Judgments And Litigation. Seller substantially has complied with all applicable laws, and with all rules and regulations of the Commission, and with all rules and regulations of all other federal, state and local authorities and agencies, non-compliance with which would adversely affect the use of the Purchased Assets by Buyer. No judgment has been entered and no litigation, proceeding or dispute is pending, or to Seller's knowledge threatened, which adversely affects the title or interest of Seller in or to the Tangible Purchased Assets, or its power or right to sell, convey, transfer, or assign the Purchased Assets to Buyer as herein provided, or, to the best of Seller's knowledge, which would prevent or adversely affect the operation and use of the same by Buyer;

(g) Actions Pending Closing. It is understood and agreed that until the Closing occurs, Station is under the exclusive control of Seller, and Buyer shall have no right to make or control decisions regarding the construction and operation of Station, or to hold itself out as licensee or permittee of the Station;

(h) Maintaining Commission Authorizations; Inspection Of Non-Financial Books And Records. Pending Closing or the earlier termination of this Agreement, Seller shall:

(1) Use its best efforts, without resorting to litigation, to maintain in full force and effect and in good standing the Commission Authorizations for the Station and comply with all material requirements of the Commission;

(2) Permit Buyer's representatives to inspect the non-financial books and records pertaining to Station;

(i) Deletions Or Additions To Purchased Assets. Pending the Closing, or the earlier termination of this Agreement, Seller shall not:

(1) Sell, assign, lease or otherwise transfer or dispose of any property or equipment comprising a portion of the Purchased Assets unless property or equipment of equivalent value and utility is substituted therefore, except that this provision shall not apply to any diminution in asset value under One Thousand and 00/100 Dollars (\$1,000.00); or

(2) Acquire any additional equipment or property, acquire any program rights, or enter into any contract(s) therefor without obtaining the prior written consent of Buyer, which shall not be unreasonably withheld;

(j) Other Agreements. No person other than Buyer has any options, commitments, or understandings, whether written or oral, entitling the person to purchase or otherwise acquire the Purchased Assets, in whole or in part;

(k) No Untrue Statements Or Omissions. The representations and warranties set forth above contain no material untrue statement(s) and do not fail to state any material fact necessary to keep the statements above made from being materially misleading.

7. Buyer's Covenants, Representations And Warranties. Buyer covenants, represents and warrants with and to Seller as follows:

(a) Organization And Authority. Buyer is a duly organized corporation, validly existing under the laws of California. On Closing, Buyer shall be a duly organized entity under the laws of California, and in good standing under the laws of both California and Oregon and qualified to do business in Oregon. Buyer has and on the Closing, Buyer shall have full power to own the Purchased Assets, to conduct the business of Seller, and to execute and deliver and perform under any documents required to be executed, delivered and performed by this Agreement;

(b) Fitness Clause. Buyer is financially and otherwise qualified within the meaning of Section 308(b) of the Communications Act of 1934, as amended, and Commission regulations promulgated thereunder to obtain Commission grant of the Assignment Application, and Buyer has no knowledge of

any reason, fact, allegation or claim which may impair Buyer's qualifications to acquire the Commission Authorizations or delay or cause any delay in Commission processing of the Assignment Application, except, however, Buyer's President, Paul F. Crouch, is an officer and director of various organizations which in the aggregate hold interests in the maximum number of television facilities permitted by non-minority controlled organizations under Commission Rule 73.3555, 47 CFR § 73.3555. Accordingly, Buyer will be required to establish compliance with Rule 73.3555(d)(1)(A) and 73.3555(d)(2)(A) before the assignment specified herein can be approved by the Commission. Buyer shall therefore take any and all reasonable steps to establish compliance with Commission Rule 73.3555 as specified in this paragraph. In the event the Commission does not approve the assignment for reasons associated with Rule 73.3555, and its interpretation and/or application thereof, then this Agreement shall automatically become void and Buyer and Seller shall be relieved of any and all obligations to the other whatsoever, without liability. Buyer, by action or inaction, will not knowingly cause any impediment to ordinary processing and grant of the Assignment Application;

(c) No Untrue Statements Or Omissions. The representations and warranties set forth above contain no material untrue statement(s) and do not fail to state any material fact necessary to keep the above-referenced statement(s) from being materially misleading.

8. Conditions Precedent To The Parties' Obligations To Close.

A. The obligation of Buyer to close hereunder shall be subject to the following conditions precedent unless waived in writing by Buyer:

(1) That all of Seller's representations and warranties above set forth shall, at the time of Closing, be substantially true and accurate as if made on the Closing and Seller shall have delivered a certificate to such effect;

(2) That the Commission shall have consented to the Assignment Application, and that said consent shall not be subject to any conditions that are materially adverse to Buyer, and that the Commission's consent shall have become a Final Order;

(3) That Seller shall have performed or complied with all covenants required by this Agreement to be performed or complied with prior to Closing;

(4) That Seller's counsel shall have delivered to Buyer an opinion, in the form reasonably satisfactory to Buyer, relating to the representations, warranties, covenants, and conditions contained herein;

(5) That on the Closing Date (i) Seller will hold requisite authorizations from the Commission authorizing Seller to construct Station on the same frequency, and at no less power and with no shorter term than provided in the Commission Authorizations and there will not otherwise have been any material adverse change in the terms of such Commis-

sion Authorizations, and (ii) the Commission shall not have instituted any proceeding or otherwise taken action looking toward any such adverse change;

(6) That on the Closing Date each person, firm or corporation, the consent or approval of which to the sale, conveyance, transfer and assignment of the Purchased Assets or any part thereof is then required by the terms of any agreement to which Seller is a party, or otherwise, shall have duly consented to or approved such sale, conveyance, transfer and assignment, except insofar as (i) any such consent or approval shall have been waived in writing by Buyer, or (ii) the absence of any such consent or approval would have no materially adverse effect on the value or conduct of the assets being transferred;

(7) That Seller shall have delivered to Buyer such documents as are necessary to sell, assign, transfer, and convey to Buyer the Purchased Assets;

(8) Buyer's ability to obtain prior to Closing and upon such terms and conditions as Buyer may determine reasonable, a lease or other use agreement with the owners of the antenna tower now used by Channel 49, KPDX-TV, Portland, Oregon which will permit the construction of Station at that site, and approval from the Commission to construct and operate the Station at that site. Buyer shall not assume any obligations whatsoever for the antenna/transmitter site presently specified for the Station in its Commission Authorization.

(9) Buyer obtaining approval from the Commission that it is in compliance with Rule 73.3555 as specified in paragraph 7(b), supra.

B. The obligation of Seller to close hereunder shall be subject to the following conditions precedent unless waived in writing by Seller:

(1) That all of the representations and warranties of Buyer above set forth shall, on Closing, be substantially true and accurate as if made on Closing, and Buyer shall have delivered a certificate to that effect;

(2) That Buyer shall have performed or complied with all covenants required by this Agreement to be performed or complied with prior to or on Closing;

(3) That Buyer shall have paid the purchase price due on Closing and shall have assumed, in a document or documents reasonably satisfactory to Seller, Seller's obligations accruing after Closing under each of the contracts Buyer herein has agreed to assume;

(4) That the Commission shall have consented to the Assignment Application and said consent shall not be subject to any conditions that are materially adverse to Seller, and that such consent shall have become a Final Order.

9. Application For Commission Consent. As promptly as practicable after the date hereof, and no later than December 30, 1987, Seller and Buyer will join in an application requesting Commission consent to the assignment of the Commission Authorizations (and any extensions or renewals thereof) from

Seller to Buyer. Seller and Buyer will diligently take, or cooperate in the taking of, all steps that are necessary, proper or desirable to expedite the preparation and filing of the Assignment Application and its prosecution to a favorable conclusion.

10. Indemnification By Buyer. Buyer will indemnify and defend and hold Seller harmless from and against any and all liability, loss, damage or injury, together with all reasonable legal and accounting fees and expenses, arising from (a) any misrepresentation or breach of representation (whether due to commission, omission or otherwise), warranty or covenant of Buyer forth herein, or (b) any contracts or leases which Buyer herein has agreed to assume.

11. Indemnification By Seller. Seller will indemnify and defend and hold Buyer harmless from and against any and all liability, loss, damage or injury, together with all reasonable legal and accounting fees and expenses, arising from (a) any misrepresentation, or breach of representation (whether due to commission, omission or otherwise), warranty or covenant of Seller set forth herein, or (b) any contracts or leases which Buyer herein has not agreed to assume.

12. Survival. The obligations to indemnify hereunder and the agreements, representations and warranties made herein shall survive the Closing, the payments pursuant thereto, the sale and purchase of the Purchased Assets, the termination of this Agreement in accordance with its terms, and any dissolution, liquidation, merger or consolidation of Buyer or Seller,

and shall bind the legal representatives, heirs, assigns, executors, administrators and successors of Buyer and Seller.

13. Defense. If any action, suit or proceeding shall be commenced against, or any claim or demand be asserted against Buyer or Seller, it shall give notification thereof to the other party herein, who shall assume the entire control of, subject to the right of the notifying party to participate (at its expense and with counsel of its choice) in, the defense thereof; provided, however, that the control of the defense of any such action, suit, proceeding, claim or demand shall not delay the timely defense thereof.

14. Specific Performance. Buyer and Seller acknowledge that the Purchased Assets are unique assets not readily available on the open market, and agree that, among other remedies, the remedy of a decree of specific performance shall be available to Buyer to enforce its right to acquire the Purchased Assets and to Seller to obtain the purchase price for the Purchased Assets. In any such proceeding, neither party may assert the defense that monetary damages are adequate as a remedy.

15. Absence Of Brokers. Buyer and Seller agree that no third party has in any way brought the parties together or been instrumental in the making of this Agreement. Buyer and Seller agree to indemnify one another against any claim by any third person for any commission, brokerage or finder's fee, or other payment with respect to this Agreement or the transactions contemplated hereunder based on any alleged